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MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: WASATCH COUNTY HOUSING AUTHORIT
Y

WHEN RECORDED, RETURN TO:

Jefferey Bradshaw
Wasatch County Housing Authority
175 N. Main Street, Suite 201
Heber City, Utah 84032

Parcel No. 00-0021-5374

**AMENDED AND RESTATED RESTRICTIONS
CONCERNING AFFORDABLE HOUSING UNIT
AT HEBER MEADOWS PLANNED COMMUNITY**

THESE RESTRICTIONS CONCERNING AN AFFORDABLE HOUSING UNIT AT HEBER MEADOWS PLANNED COMMUNITY (hereinafter this “**Amended Agreement**”) governs 2693 S. 1120 E., Heber City, Utah 84032 of Heber Meadows Planned Community (the “**Unit**” or “**AHU**”) as more particularly described in Exhibit A attached hereto, and is made and entered into as of the ___ day of November, 2024 (the “**Effective Date**”) by Heber City, a municipality of the State of Utah (the “**City**”), Wasatch County Housing Authority (“**WCHA**”) and Brooke Sonderegger, an individual and Blake Sonderegger, an individual (collectively, “**Owner**”).

RECITALS

A. On or about March 21, 2021, the master developer Jura Holdings, LLC of the Heber Meadows Planned Community Mixed-Use Development (“**Heber Meadows Development**”) executed that certain Master Development Agreement (“**MDA**”) which, among other things, requires Developer to construct and provide a specific number of affordable housing units (“**AHU**”) within the Heber Meadows Development. The MDA was recorded on June 18, 2019, as Entry No. 464795 (Book 1255, Pages 671-680) in the Office of the Wasatch County Recorder.

B. On or about July 14, 2020, Heber Meadows, LLC, a Utah limited liability, as the predecessor in interest of Developer, as the developer and owner of the Unit, executed that certain Affordable Housing Plan Agreement, which, consistent with Heber City Code § 18.102.060(G) (as may be amended from time to time) requires that each AHU be memorialized by a Deed Restriction.

C. The Restrictions Concerning an AHU at Heber Meadows Planning Community was recorded on August 25, 2021, in the official records of Wasatch County, Utah as Entry No. 506118 in Book 1371 Pages 1300 through 1319.

D. On or about September 15, 2021, The Parties amended the Deed Restriction to clarify the requirements of the Annual Compliance Report set forth in Paragraph 6 of the Deed

Restriction (“First Amendment”). This First Amendment was recorded on September 16, 2021, in the official records of Wasatch County, Utah as Entry No. 507519 in Book 1375 Pages 1934 through 1944.

E. The Parties desire to amend the Deed Restriction to clarify the Maximum Resale Price, incorporate the terms of the First Amendment, and clarify other items. Upon the execution and recording of this Amended Agreement, the original Deed Restriction and First Amendment are rendered null and void and of no further effect.

F. Owner of the Unit is exercising and recording this Amended Agreement intending that subsequent owners of the Unit be bound by its terms. Upon its recording in the public records of the Office of the Wasatch County Recorder, this Amended Agreement shall govern the terms and conditions of ownership, use, and occupancy of the Unit by subsequent owners and their heirs, successors, executors, administrators, devisees and assigns as addressed herein.

COVENANTS AND RESTRICTIONS

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, the Owner hereby submits the Unit to the following covenants and restrictions:

1. DEFINITIONS.

1.1 Intentionally Omitted

1.2 “**City**” means Heber City, a municipality of the State of Utah. Actions to be taken or decisions to be made by the City hereunder are to be taken or made by the Heber City Council or the department, employee or third-party designee selected by the City Council to carry out such responsibilities or to administer, generally, the affordable housing programs for the City.

1.3 “**Disability**” means a physical or mental impairment that substantially limits one or more of a person’s major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

1.4 “**Domicile**” means the place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her household voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

1.5 “**Employment-Qualified Purchaser**” means the purchaser (or at least one purchaser if the Unit is being purchased by two or more individuals) meets the “Employment Qualified” terms and conditions of Subsection 1.16(b).

1.6 “**First Mortgage**” means a Mortgage (as defined in Section 1.9) having priority as to all other Mortgages encumbering the Unit or any part thereof or interest therein.

1.7 “**Household**” means all related and unrelated individuals occupying a Unit as their Primary Residence.

1.8 “**Maximum Resale Price**” means the price above which the Unit may not be sold as calculated by the WCHA using the formula included in Section 4.3.

1.9 “**Mortgage**” means a mortgage, deed of trust or similar security instrument by which the Unit or any part thereof or interest therein is encumbered.

1.10 “**Net Worth**” means the amount of total assets of the individuals or household that exceed total liabilities, as determined by the WCHA. Total assets does not include funds in retirement accounts that have an early withdrawal penalty.

1.11 Intentionally Omitted.

1.12 “**Notice**” means correspondence complying with the provisions of Section 14.1.

1.13 “**Owner-occupied**” means a Unit that is occupied by the Unit Owner as the Unit Owner’s Primary Residence.

1.14 Intentionally Omitted

1.15 “**Primary Residence**” means the place where Domicile has been established.

1.16 “**Qualified Purchaser**” means a prospective purchaser of the Unit who meets the following eligibility requirements:

(a) Is “**Income Qualified**,” which means the Household of the purchaser earns not more than one hundred twenty percent (120%) of the Wasatch County Area Median Income (“**AMI**”) for the household size of the purchaser(s) as determined by the WCHA with reference to the U.S. Department of Housing and Urban Development calculation of AMI, or other AMI calculation adopted by the WCHA; AND

(b) Is “**Employment Qualified**” which means

(i) the purchaser (or at least one purchaser if the Unit is being purchased by two or more individuals) is employed full time at a business or businesses (if multiple part-time jobs) located in Wasatch County or surrounding counties, with preference given first to Wasatch County. For purposes of this Section 1.16, “full time” is defined as working for a business or businesses a minimum of 1,560 hours per year (or approximately 30 hours per week), or if self-employed, the purchaser must be registered as a business entity in the State of Utah, and have a current business license in its respective county of employment; and

(ii) the purchaser (or at least one purchaser if the Unit is being purchased by two or more individuals) is a retired person who was a full-time employee of a business located within Wasatch County or surrounding counties with preference given first to Wasatch County, for at least two continuous years immediately preceding his or her retirement; or

(iii) the purchaser is unable to work due to a Disability; AND

(c) The prospective purchaser's Household shall not have a Net Worth in excess of four (4) times the AMI for Wasatch County at the time of reference (with AMI being for a household of four regardless of the household size of the purchaser).

The WCHA, or its assignee, may establish policies and procedures for evaluating whether an applicant is a Qualified Purchaser, and any determinations made regarding an applicant's qualifications shall be final so long as such procedures and policies are reasonable and do not violate any existing law or regulation.

1.17 Intentionally Left Blank

1.18 "**Reasonable Efforts**" means good faith efforts to advertise the Unit for sale at its Maximum Resale Price through appropriate local means as determined by the WCHA. The WCHA may establish standards for what constitutes Reasonable Efforts under this Deed Restriction.

1.19 "**Unit**" means the definition set forth in the preamble. However, to the extent that the Unit consists of two units (i.e., a duplex), where necessary, each portion of the duplex shall equally be subject to the terms of this Agreement and shall require approvals accordingly.

1.20 "**Unit Owner**" means the transferee or transferees receiving title to, or a fee interest in, the Unit and all subsequent person(s) vested with record title of the Unit according to the records of the Office of the Recorder of Wasatch County, Utah. Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation.

2. OCCUPANCY REQUIREMENT.

Each Unit shall be Owner-occupied by a Qualified Purchaser or rented to a Qualified Renter unless a Unit Owner receives the prior written consent of the WCHA, who, in its sole and absolute discretion, may grant an exception. Each Qualified Purchaser shall occupy his or her Unit as a Primary Residence.

3. RENTING THE UNIT.

3.1 Primary Occupancy Required. The Unit shall be Owner-occupied by a Qualified Purchaser at all times. The Unit must be occupied as a Primary Residence at all times.

3.2 Intentionally Left Blank

3.3 Single Room Rental. The WCHA may, at its sole discretion, allow the rental of a single bedroom or bedrooms within an Owner-occupied Unit to the Unit Owner's family members or to non-family members employed at businesses located in Wasatch County, including seasonal employees. Such room rental shall be on the same terms as provided in Section 3.2 except that family members need not be Income Qualified, and the rental rate charged shall not exceed the proportional share (by bedroom, e.g., 1 bedroom in a 2 bedroom Unit = 50%) of the rent allowed under Section 1.17. In considering whether to allow the rental of a single bedroom or bedrooms, the WCHA shall take into account any impacts such rental may have on the area, including impacts on parking, traffic or other issues related to the use and enjoyment of owners of neighboring properties or in the community as a whole. The approval of any such rental may be made with conditions that are enforceable by the WCHA as if they were included in this Deed Restriction. Note that approval of a room rental under this Section does not constitute approval by the Heber Meadows Condominium Homeowners Association, if any, or of any health and safety related regulations that may apply, which would supersede any approval by the WCHA under this Section 3.

3.4 Unauthorized Rental. Any rental of the Unit in violation of this Deed Restriction shall constitute a material breach of this Deed Restriction.

4. SELLING THE UNIT.

Any sale of the Unit shall comply with the terms of this Article 4.

4.1 WCHA Option to Purchase. Before the Unit Owner may sell the Unit to a third party, the Unit must first be offered to the WCHA as follows:

(a) *Notice of Intent to Sell*. Once the Unit Owner decides to sell the Unit, the Unit Owner shall provide Notice to the WCHA of its intent to sell, which shall be substantially the same form as set forth in Exhibit B (the "**Notice of Intent to Sell**"). The Notice of Intent to Sell shall include a proposed sale price not to exceed the Maximum Resale Price. The Notice of Intent to Sell shall be served on the WCHA in accordance with Section 14.1(b). The date on which the Notice of Intent to Sell is served on the WCHA is the "**Offer Date**."

(b) *Option to Purchase*. The WCHA shall have the option (the "**Option**"), for a period of thirty (30) days after the Offer Date (the "**Option Period**") to purchase the Unit at the offered price. The Option shall be freely assignable by the WCHA to a third party. The WCHA may exercise the Option by delivering the Unit Owner Notice of exercise of the Option (the "**Exercise Notice**") before the expiration of the Option Period. The WCHA shall endeavor to notify the Unit Owner of whether it will exercise the Option as early as possible within the Option Period. If the WCHA elects to exercise the Option, the WCHA shall close within thirty (30) days after delivering the Exercise Notice. During the Option Period, the Unit Owner shall not sell any interest in such Unit, however, if the WCHA: (i) notifies the Unit Owner that it will not exercise the Option;

(ii) fails to deliver the Exercise Notice (or notice that it will not exercise the Option) during the Option Period; or (iii) exercises the Option but fails to close within thirty (30) days after delivering the Exercise Notice (unless such closing date is extended by the parties), then the Option shall automatically terminate without the need for further notice or documentation.

4.2 Sale of Unit. Upon termination of the WCHA's Option under Section 4.1, the Unit Owner shall have the right to sell the Unit to a Qualified Purchaser as follows:

(a) To a Qualified Purchaser, the WCHA, or its assignee may maintain a list of persons interested in purchasing deed restricted housing that potentially meet the definition of a Qualified Purchaser (the "**Potential Purchasers List**"). Once the Unit is available for sale, the WCHA, or its assignee, may, if requested by the Unit Owner, assist in facilitating delivery of Unit Owner's marketing information to parties on the Potential Purchasers List.

The WCHA may adopt written guidelines and policies to more specifically regulate the eligibility and priorities of Qualified Purchasers that are not inconsistent with the criteria set forth in Section 1.16 above and this Deed Restriction. Persons wishing to be evaluated for Qualified Purchaser status will be required to provide income and employment documentation to the WCHA for evaluation. Notwithstanding that the WCHA will assist the Owner in locating a purchaser for the Unit, the WCHA makes no representation that a Qualified Purchaser that is willing and able to close on the purchase will be identified through the Potential Purchasers List.

The Unit Owner is not prohibited from entering into a purchase contract with a potential purchaser prior to the purchaser being approved by the WCHA; however, the Unit Owner does so at the risk of the purchase contract being voided if the potential purchaser is not subsequently approved. In any event, the potential purchaser must be approved as a Qualified Purchaser by the WCHA for the purchase of the Unit within thirty (30) business days after entering into a purchase contract. The sale of the Unit to any purchaser, regardless of whether such purchaser is a Qualified Purchaser or otherwise, such purchaser does not limit the applicability of this Deed Restriction in any way with respect to such purchaser's use, occupancy and subsequent resale of the Unit.

4.3 Maximum Resale Price. In no event shall the Unit Owner sell the Unit for an amount that exceeds the Maximum Resale Price. The Maximum Resale Price shall be calculated by the WCHA, or its assignee, by taking the price the Unit Owner paid for the Unit (the "**Owner's Purchase Price**") and adding to that amount the following: (i) 0.25% of Owner's Purchase Price for each complete month that the Unit Owner owned the Unit (equivalent to 3% per year), which percentage increase shall not be compounded; (ii) the amount of any Permitted Capital Improvements; and (iii) a unit transfer fee that may be charged by the WCHA at closing to defray the cost of monitoring this Deed Restriction and facilitating the sale of the Unit, which fee may not exceed one-half of one percent (0.5%) of the Maximum Resale Price (or the actual sales price if less). The Maximum Resale Price is further subject to the maintenance requirements (and possible adjustments) of Article 5. Appreciation of the Owner's Purchase

Price as described in this paragraph shall not apply for the period the Unit Owner is found in default pursuant to Article 9.

A purchaser shall pay no more for the Unit than is set forth in this Section 4.3 and shall not pay on behalf of seller any real estate commissions, closing costs, or any other costs or fees not made a part of the purchase contract. The sale of any separate personal property such as appliances or furnishings may not be a condition of sale of the Unit. A purchaser shall pay all costs associated with financing the purchase of the Unit and all other closing costs customarily paid by purchasers of similar property in Wasatch County.

4.4 Recording of Affidavit Prior to Sale. In conjunction with conveyance of the Unit, the parties (Unit Owner and purchaser) and the WCHA shall execute a *Combined Certification and Affidavit* in substantially the same form as set forth in Exhibit C, which document shall be recorded in the Office of the Wasatch County Recorder. Failure to record the signed Combined Certification and Affidavit within five (5) business days after the closing shall be considered grounds for default under the Amended Agreement.

4.5 Intentionally Omitted.

4.6 **No Guaranty. Nothing herein shall be construed as a representation or guaranty by the City or WCHA that the Unit Owner will receive the Maximum Resale Price for the Unit upon sale.**

5. MAINTENANCE OF UNIT; PRE-SALE INSPECTION; INSURANCE.

5.1 Minimum Maintenance Standards. The Unit shall at all times be maintained in good, safe, and habitable condition in all respects, normal wear and tear excepted, and in full compliance with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the Unit. In addition, **the Unit must be maintained to certain minimum standards of physical condition, as set forth in Exhibit D, for the Unit to be offered for sale at the Maximum Resale Price.**

5.2 Insurance. To the extent such insurance is not provided by any Community Association, the Unit Owner shall continuously insure the Unit against all risks of physical loss for the full replacement cost of the Unit.

6. ANNUAL COMPLIANCE REPORT.

(a) After the initial qualification at the time of purchase of the Unit, a Qualified Buyer shall not be subject to any additional income verification by the City or the WCHA. Notwithstanding, the WCHA, or its assignee may review County records to determine and ensure to its satisfaction that a Qualified Buyer is utilizing the Unit as a Primary Residence.

7. MORTGAGE PROTECTION.

7.1 Subordination to First Mortgage. Except as provided in this Article 7, this Deed Restriction shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage encumbering the Unit and to all advances validly secured by said First Mortgage.

7.2 Notice of Default; Notice of Foreclosure. Notwithstanding the subordination provision above, the holder of a First Mortgage shall serve Notice on the WCHA per Section 14(b): (a) if the Unit Owner is in default of the First Mortgage for more than 60 days; and (b) if foreclosure proceedings have commenced against the Unit.

7.3 Option to Acquire Unit from First Mortgagee. If the holder of a First Mortgage takes title to the Unit by way of trustee's sale, foreclosure, deed-in-lieu of foreclosure or similar means, the WCHA shall have the right to purchase the Unit from the holder by delivering Notice to said holder of the First Mortgage within sixty (60) days after the date the holder takes title to the Unit (the "**Exercise Period**"); provided, however, that said holder shall have served Notice of such event upon the WCHA in accordance with Section 14(b) below or the Exercise Period shall be extended to 60 days after the date of service of Notice. The purchase price to be paid by the WCHA for the Unit shall be equal to the lesser of: (a) the amount of outstanding principal, delinquent payments, and any advances validly secured by the First Mortgage; or (b) the Maximum Resale Price, plus the sum of all taxes, interest, insurance, and title insurance then due and payable. Provided the lender has acted to cure any default within one hundred eighty (180) days or within a reasonable time established by industry standards (if greater), the purchase price may also include reasonable attorneys' fees and other reasonable costs incurred to recover the Unit through a trustee's sale, foreclosure, deed-in-lieu of foreclosure or other similar means. In the event the WCHA timely exercises such right to purchase the Unit, the WCHA shall close on the purchase within thirty (30) days following the date that the WCHA delivers Notice of its intent to acquire the Unit (the "**Closing Deadline**").

7.4 No Impact on Foreclosure Sale. The provisions of Section 7.3 shall not impair the holder of a First Mortgage from causing the Unit to be sold at public sale way of judicial or non-judicial foreclosure. Any purchaser at such sale (other than the holder of the First Mortgage as provided in this Article 7) shall acquire the Unit subject to this Deed Restriction. In the event of such public foreclosure sale, the WCHA shall have no rights greater than or different from others bidding for the Unit, except that the WCHA shall have the post-foreclosure option to purchase described in Section 7.3.

7.5 Termination of Deed Restriction Upon Foreclosure; Applicability. If the holder of a First Mortgage acquires the Unit via foreclosure sale or similar legal means as described in Section 7.3 above and the WCHA does not exercise its option to purchase the Unit (by either failing to deliver Notice to the holder within the Exercise Period or failing to close on such purchase by the Closing Deadline), then the provisions of this Deed Restriction shall automatically terminate with respect to the Unit and the holder of the First Mortgage shall be entitled to transfer the Unit free and clear of this Deed Restriction. In such event the owner of the Unit may, but shall not be required to, file in the Office of the Wasatch County Recorder an affidavit or other notice of termination, reciting the events giving rise to the termination of this Deed Restriction. Any such termination of this Deed Restriction with respect to the Unit shall not

affect the enforceability of this Deed Restriction or similar restrictions with respect to other units in the Heber Meadows project.

The above-described termination of this Deed Restriction shall apply only to the acquisition of the Unit by (or through) the holder of a First Mortgage strictly as described in the preceding paragraph. **If any other person or entity (including the WCHA) shall acquire the Unit through foreclosure or trustee's sale or by any similar means, such acquisition shall be made, and the Unit shall remain, subject to the terms and conditions of this Deed Restriction which shall not be automatically terminated by said foreclosure sale or other transfer event.**

8. CERTAIN MORTGAGES VOID; PENALTY FOR FRAUD.

8.1 Encumbrance Exceeding Maximum Resale Price is Void. In the event any encumbrance, including the refinance of a First Mortgage, when recorded against the Unit causes the total lien amount of all encumbrances (regardless of whether caused individually or cumulatively, and regardless of the actual amount of the offending encumbrance) to exceed the Maximum Resale Price, the encumbrance, subject to the provisions of this Article 8, shall be **void ab initio**. This Deed Restriction exists to preserve affordability for targeted income households and any encumbrance that exceeds the Maximum Resale Price (whether taken individually or as the result of the cumulative of all encumbrances) violates public policy and, on its face, constitutes predatory and illegal lending practices. The encumbrance exceeding the Maximum Resale Price is void in its entirety and there shall be no replacement equitable encumbrance in an amount not exceeding the Maximum Resale Price. An affidavit filed by WCHA reciting this requirement and the Maximum Resale Price at the time of the recording of the encumbrance declaring the intention to void the encumbrance shall be sufficient to void the encumbrance of record. Notwithstanding the foregoing, the voiding of the security for a promissory note or underlying debt instrument shall not automatically void such indebtedness. For purposes of loans from governmental agencies or other approved (by the WCHA) lenders such as the Veterans Administration or the U.S. Department of Agriculture – Rural Development wherein 100% of the purchase price is financed and costs of loans (not to exceed 5% of the loan amount) are permitted, such loans shall not be deemed a violation of the provisions of this Section 8.1.

8.2 Fraud by Owner; Penalty. The Unit Owner has acknowledged the existence of this Deed Restriction and is aware of the provisions contained herein. The act of executing a debt instrument and encumbrance in an amount exceeding the Maximum Resale Price with the intent to defraud is an act of fraud and against public policy. Accordingly, the perpetrator of such act should not benefit from such activities so, upon the recording of an encumbrance executed by the Unit Owner exceeding the Maximum Resale Price, all right, title and interest of Unit Owner in the Unit shall revert to the WCHA. This reversion to the WCHA shall be perfected by the WCHA recording an affidavit stating this requirement and the Maximum Resale Price at the time of the recording. The reversion of the Unit to the WCHA and the voiding of the encumbrance recorded against the Unit shall not relieve the Unit Owner of any underlying debt obligations to the lender.

9. DEFAULT AND REMEDIES.

9.1 Default. Noncompliance with any part of this Deed Restriction constitutes a default, which shall include but are not limited to: (a) unauthorized rental of all or a portion of the Unit; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-occupied Primary Residence by Qualified Purchaser; (d) failure to pay the monetary penalties of Section 9.3; (e) failure to submit the Annual Compliance Report required by Article 6; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) failure to record the affidavit required in Section 4.4.

9.2 Monetary Penalties. Upon Notice from the WCHA to a Unit Owner of default, the Unit Owner shall have thirty (30) days to cure such noncompliance. If the Unit Owner does not cure the noncompliance within thirty (30) days, the WCHA may assess monetary penalties against the Unit Owner of up to one hundred dollars (\$100.00) per day beginning on the thirty-first (31) day after providing Notice per Article 14. Unless prior approval was obtained per Article 2, rental of any Unit on a short-term/nightly basis shall constitute an automatic default without the need to provide the Unit Owner Notice and an opportunity to cure the noncompliance. In those instances, the WCHA may charge the Unit Owner automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night and any other remedies available at law.

9.3 Violation of Criminal Code. In addition to the remedies contained herein, the Unit Owner and other individuals dealing with the transfer and/or management of the Unit (including lenders, Realtors, attorneys and title professionals) may be subject to the provisions relating to affordable housing fraud or penalties as found in the City's code (as may be amended or replaced).

9.4 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Deed Restriction is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

9.5 Attorney Fees. If any party shall take or defend against any action for any relief against another party arising out of this Deed Restriction, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

10. ENFORCEMENT.

The WCHA shall monitor compliance with the terms of this Deed Restriction and have the power to exercise all remedies available at law and in equity to ensure compliance by the Unit Owner and their successors in interest.

11. TERM.

This Deed Restriction shall continue in full force and effect for 99 years after the Effective Date unless terminated sooner by the mutual agreement of the Unit Owner and the WCHA (the “**Term**”) or as otherwise stated herein. If the Deed Restriction is so terminated, or terminated for any reason whatsoever, the Unit Owner shall remain subject to the restrictions herein regarding the Maximum Resale Price until such time as they sell the Unit, at which time the Unit shall be sold at a market price but such Unit Owner shall be entitled to retain the proceeds of sale as if the Unit sold at the Maximum Resale Price, with the difference between the net proceeds at the Maximum Resale Price and the actual (market rate) sales price being transferred to the WCHA to be utilized in furtherance of the WCHA’s affordable housing goals (as determined by the WCHA’s board). Alternatively, the Unit Owner at the time of termination may have an appraisal performed of the Unit (by an appraiser of the WCHA’s choosing), at the Unit Owner’s expense, and pay directly to the WCHA the difference between the then Maximum Resale Price and the proceeds from a hypothetical market rate sale (based on the appraisal value), and continue to own the Unit except that it shall be unencumbered by any provision of this Deed Restriction. In either case the Deed Restriction shall not terminate with respect to the Unit until the required payment is actually received, unencumbered, by the WCHA.

12. CHOICE OF LAW.

This Amended Agreement shall be governed and construed in accordance with the laws of the State of Utah.

13. RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND.

13.1 Recordation. Upon execution by the WCHA, this Amended Agreement shall be recorded and filed in the Official Records of Wasatch County, Utah.

13.2 Covenants Run with the Land. The Owner intends, declares and covenants, on behalf of itself and all future Unit Owners, that this Deed Restriction and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit, for the benefit of the City and the WCHA, shall encumber the Unit, and shall be binding upon the Developer and all subsequent Owners of the Unit.

14. MISCELLANEOUS.

14.1 Notice.

(a) Any and all notices or demands to the Unit Owner or person(s) required or desired to be given hereunder shall be in writing and shall be validly given or made if (a) deposited in the U.S. mail, certified or registered, postage prepaid, return receipt requested, (b) sent by commercial courier keeping records of deliveries and attempted deliveries, or (c) via hand delivery with signed acknowledgment of receipt by a person of suitable age and discretion. Service by U.S. mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Any notice or demand to the Unit Owner shall be addressed to the address of the Unit Owner appearing on the Wasatch County tax records.

(b) Any and all notices or demands to the WCHA shall be in writing and shall be served by (a) mail or commercial courier signed by someone authorized by law to receive service by signing a document indicating receipt or (b) via hand delivery with signed acknowledgment by someone authorized by law to receive. Service shall be complete on the date the receipt is signed. Any notice or demand to the WCHA shall be addressed to:

Wasatch County Housing Authority
175 North Main Street, Suite 201
Heber City, Utah 84032

With a copy to:

Rosing Davidson Frost
Attn: Nicholas W. Frost, Esq.
136 Heber Avenue, Suite 205
Park City, Utah 84060

(c) The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by Notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others or the recording of a change of address by the WCHA.

14.2 Paragraph Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

14.3 Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

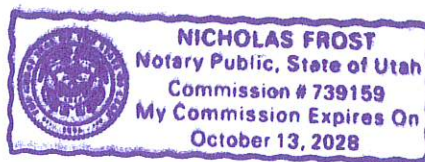
WASATCH COUNTY HOUSING AUTHORITY:

Jeffrey Bradshaw
By: Jeffrey Bradshaw, Executive Director

State of Utah)
 :SS
County of Wasatch)

On the 26 day of Nov., 2024, personally appeared before me Jeffrey Bradshaw, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Executive Director of Wasatch County Housing Authority and that said document was signed by him in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Jeffrey Bradshaw acknowledged to me that said Corporation executed the same.

Nicholas Frost
Notary Public



HEBER CITY:

Heidi Franco, Mayor



ATTEST:

Trina W. Cole

Heber City Recorder

EXHIBIT A

Legal Description of Unit

TWIN HOME LOT 3 HEBER MEADOWS NORTH, PHASE 1, ACCORDING TO THE
OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE WASATCH
COUNTY RECORDER, STATE OF UTAH

PARCEL NO. 00-0021-5374

EXHIBIT B

Notice of Intent to Sell

I [insert name], the owner of [insert property address] (the “**Unit**”), am hereby providing Wasatch County Housing Authority (“**WCHA**”) with a Notice of Intent to Sell as outlined in Section 4.1 of the Deed Restriction covering the Unit. I intend to sell the Unit at the following price (which may not exceed the Maximum Resale Price as set forth in the Deed Restriction):

\$ _____

The terms and conditions of such intended sale are as follows [if none, write ‘none’]:

I understand that after the WCHA’s receipt of this Notice, WCHA has the option, for a period of thirty (30) days, to purchase the Unit under the terms of Article 4 of the Deed Restriction. I understand that during such 30 day period, the WCHA may:

A. Exercise the option to purchase on the terms and within the time periods set forth in the Deed Restriction; or

B. Notify me that the option to purchase will not be exercised, at which point I will be free to sell the Unit to a Qualified Purchaser (or other eligible party) in accordance with the Deed Restriction.

Sincerely,

[Owner]

EXHIBIT C

Combined Certification and Affidavit

A. Certification and Consent to Transfer.

Wasatch County Housing Authority hereby certifies that _____, of _____, is a 'Qualified Purchaser' under the terms set forth in the AMENDED AND RESTATED RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT HEBER MEADOWS DEVELOPMENT dated _____ and recorded in the Wasatch County Recorder's Office on _____ as Entry No. _____ (Book _____, Pages _____), and consents to the transfer of the residence located at _____, Park City, Utah for a sales price not to exceed \$ _____ as calculated pursuant to the Deed Restriction.

Wasatch County Housing Authority

By: _____

Date _____

B. Affidavit of Buyer and Seller.

The undersigned, "**Seller**" and "**Buyer**", hereby affirm that the restricted affordable housing unit located at _____ Heber City, Utah 84032 (Unit _____, Heber Meadows Development) is being sold at or below the Maximum Resale Price set forth in the AMENDED AND RESTATED RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT HEBER MEADOWS DEVELOPMENT executed on _____ and recorded in Book _____ Pages _____ in the Office of the Wasatch County Recorder (the "**Deed Restriction**"). A copy of the Deed Restriction is attached hereto.

As of the date of the contract for sale the approved Maximum Resale Price is \$ _____. The property is being sold for a total purchase price of \$ _____. There is no other consideration paid by or on behalf of Buyer to Sellers or Sellers' agents other than the purchase price set forth herein.

Seller and Buyer affirm and acknowledge that under the Deed Restriction the price upon resale has limits and any attempt to circumvent such Deed Restriction could be a violation of applicable criminal ordinances.

Buyer further affirms that any income and employment information provided to Wasatch County Housing Authority or its designee in conjunction with the purchase of the residence is true and accurate and that Buyer is purchasing the residence for personal use. By affirmation hereof, Buyer acknowledges the applicability and validity of the Deed Restriction and understands and agrees that any subsequent conveyance or sale will be subject to limitations and requirements set forth therein including, but not limited to, sales price, income qualifications of the purchaser,

improvements and the like. Buyer acknowledges that any future conveyance of the residence not approved in advance by the Wasatch County Housing Authority under the Deed Restriction will be null and void and of no force or effect.

Finally, Seller and Buyer hereby authorize the release of the Closing Statement by the closing agent to the Wasatch County Housing Authority or its designee for the sole purpose of tracking the ownership change and financial details of the sale.

Seller

Buyer

Date: _____

Date: _____

Notary Acknowledgments

STATE OF UTAH
COUNTY OF WASATCH

The foregoing instrument was acknowledged before me this ___ day of _____ by
"Seller" _____.

Notary Public

STATE OF UTAH
COUNTY OF WASATCH

The foregoing instrument was acknowledged before me this ___ day of _____ by
"Buyer" _____.

Notary Public

EXHIBIT D

Permitted Capital Improvements

1. The term “**Permitted Capital Improvements**” as used in Section 4.5 of the Deed Restriction shall include only new construction and/or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, and shall be limited to the following items:

- a. the addition of new residential square footage (or conversion of existing space to residential square footage), or the addition of new decks, patios or similar space that expands or extends the practical residential use of the unit;
- b. improvements made for the purpose of energy and/or water conservation;
- c. improvements to benefit seniors and/or handicapped persons;
- d. improvements made for the purpose of improving the safety, health and/or quality of life of occupants including fire safety/suppression systems, air conditioning, water or air filtration, water softeners and similar items; and
- e. improvements required by any government agency.

2. Permitted Capital Improvements shall not include any of the following items:

- a. upgrades to, or replacement of, appliances, plumbing and mechanical fixtures, carpets, and similar items that were included as part of the original construction of the Unit;
- b. upgrades to, or the addition of, decorative items, including lights, window coverings, and similar items;
- c. repairing, replacing and/or maintaining existing fixtures, appliances, plumbing and other mechanical fixtures, painting, carpeting and other similar items;
- d. hot tubs, spas, saunas/ steam showers and other similar items;
- e. any changes or additions to the Unit made by the Developer prior to sale of the Unit to the Owner; and
- f. landscaping.

3. Permitted Capital Improvement items and their associated costs must be approved by Wasatch County Housing Authority in writing prior to being added to the Maximum Resale Price as described in Section 4.3 of the Deed Restriction. If there is a disagreement regarding the eligibility of any Permitted Capital Improvements, Wasatch County Housing Authority shall have the final and exclusive authority to interpret the provisions of this Exhibit D. This list shall not constitute approval by any community association organization or the City.

Exhibit E

**MINIMUM STANDARDS FOR
SELLER TO RECEIVE MAXIMUM RESALE PRICE**

- Clean Unit
- No excessive wear and tear of carpet
- Scratches, holes, burned marks (other than normal wear and tear) repaired in hardwood floors, linoleum, tile, counter tops, etc.
- Walls and ceilings paint ready – no unpatched holes or stickers etc. left thereon
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors in working order with no holes
- All locks on doors work
- All keys will be provided (e.g., door, mailbox, garage)
- All mechanical systems in working order
- All light fixtures in working order
- All appliances are in good working order and good condition
- No plumbing leaks or drips
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- Landscaping maintained
- Concrete steps, walks, driveways in good condition (if applicable)